

City of Rochester

Request for Proposals

Rochester Animal Services Operational Assessment, Facility Evaluation, and Programming Report

March 2, 2022

Proposals to be received by 11:59 PM EST on April 1, 2022

Submit Proposals Electronically to:

Chris Fitzgerald, Director of Rochester Animal Services
Christopher.Fitzgerald@CityofRochester.Gov

REQUEST FOR PROPOSALS

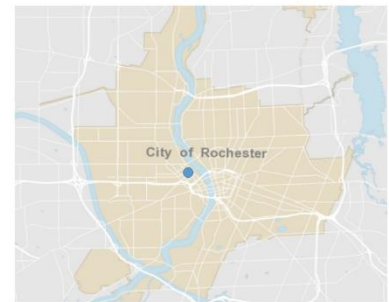
The City of Rochester ("City") is seeking Proposals ("Proposal") from qualified Respondents ("Respondent(s)") to provide a facility evaluation, programming study, and conceptual design report for the Animal Services Center (the "Project") to guide future renovations, expansion, and construction.

This Project includes A *Facility Master Plan* that looks at the facility, systems, capital needs, proposed renovations or construction of a new facility, etc. and explores how to best serve the organization's programming needs, meet or exceed best practice recommendations, and best serve community needs.

The City seeks to retain a Consultant or team of Consultants ("Consultant(s)") with experience helping other communities assess and plan for vibrant, successful animal shelters and animal resource centers, particularly Consultants with experience helping government animal services agencies whose goals and measures of success are explicitly tied to serving community needs, keeping people and pets together, reducing unnecessary euthanasia, and supporting the human-animal bond.

BACKGROUND

[Rochester Animal Services](#) is an essential community resource in the City of Rochester. It has operated in its current location (approximately one half-mile northwest of downtown) since 1998 and is open year-round Monday through Saturday for a total of 309 days per year. The 11,000 square foot facility provides temporary shelter and care for lost and abandoned pets and dogs posing imminent threats to public safety and serves as the central operations center for animal care, field services, pet support and veterinary services. Programs include lost pet reunification, adoptions, foster care, transfers to partner organizations, field services and public safety, outreach and support, pet safety net housing, shelter medicine, and community veterinary care. Additionally, there is an active volunteer program that supports all aspects of the operation.



Through incremental implementation of progressive programs, Rochester Animal Services has reduced annual intake from over 6,000 to around 2,000 companion animals. Approximately 40% of animals are housed in foster care. Live release rate hovers in the 85 – 95% range. Current staffing includes 20 full-time and 10 part-time employees plus nearly 200 volunteers. However, there are plans to increase staffing over the next few years.

RAS is a Tier 1 Pilot Organization in Human Animal Support Services (HASS), a collaborative movement to transform animal services through innovative programs and services built to support people and pets within their communities. In this model, shelters assist the majority of pets without separating them from their families or community. HASS is bringing the animal welfare world and community members together to engage in partnerships that support the bond of people and animals.

Throughout its history, RAS has implemented progressive programs as part of the organization's growth and evolution. The City hopes to continue RAS's forward-thinking programs and services and recognizes the need for facilities to support them. In 2019, a Facility Evaluation, Program, and Conceptual Design Report was completed to help inform plans for improving or expanding the existing facility or construction of a new facility. However, there have been numerous programming changes since that time that warrant this Project and an updated report.

Although Rochester Animal Services is primarily supported by taxpayers, additional support is provided through a partnership with the non-profit [Friends of the Verona Street Animal Shelter](#) (d/b/a Verona Street Animal Society). The Friends group was established to support the mission of RAS through fundraising and promotions. That support has included purchase of supplies and equipment, veterinary diagnostic testing, sterilization and adoption subsidies, pet parent support, installation of play yard fencing and fence improvements, and funding for personnel.

TIMELINE

Activity	Time	Date
RFP release		March 2, 2022
Deadline for questions	5:00 p.m. EST	March 11, 2022
Response to questions submitted	5:00 p.m. EST	March 18, 2022
Proposals due	11:59 p.m. EST	April 1, 2022
Respondent notified of recommendation to City Council	12 p.m.	April 8, 2022
City Council authorization of Professional Services Agreement	7:30 p.m.	May 10, 2022
Professional Services Agreement start date		June 1, 2022

The dates shown above may be subject to change within the City of Rochester's sole discretion and upon written notification as set forth herein.

COMMUNICATIONS

All communications by parties who have indicated an intent to submit or have submitted a Proposal in response to this RFP, including any questions or requests for clarifications, submission of the Proposal, requests for status updates about the Proposal selection process and any other inquiries whatsoever concerning this RFP shall be sent, in writing by e-mail, to the following City staff person ("City Contact"):

Christopher Fitzgerald, Director of Rochester Animal Services
Christopher.Fitzgerald@CityofRochester.Gov

No contact is permitted with any other City staff member with regard to this RFP during the RFP process unless specifically authorized in writing. Prohibited contact may be grounds for disqualification.

To ensure that all Respondents have a clear understanding of the scope and requirements of this RFP, the City will respond to all timely questions submitted via e-mail to the City Contact by the question deadline stated above. Questions and the responding answers will be sent via e-mail to all Respondents who have provided an e-mail address to the City Contact and will be posted on the City's web page for this RFP. The City's failure to timely respond or provide responses to any questions shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

The City will make every reasonable effort to keep Respondents informed about the RFP process. Notifications about Timeline date changes, amendments to the RFP and other information about the RFP will be sent by e-mail to Respondents who have provided an e-mail address to the City Contact and will be posted on the City's website for this RFP. The City's failure to provide such information shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

SCOPE OF SERVICES

The City is seeking a Consultant or team of Consultants to conduct a comprehensive evaluation and assessment of the Animal Services facility and programming needs. The City intends to use the analysis and recommendations of this Project to guide capital investments in a new or expanded facility.

Services: Respondents shall develop their approach and propose a detailed scope of work that lays out recommended tasks, along with the data, methods, timeframe, deliverables, staffing, and cost associated with each. The proposed scope of work shall be based on the information in this RFP, along with Respondent review of the documents referenced in the Background section above, their understanding of animal services planning and management, and their experience and expertise leading similar projects in other similarly-sized communities.

1. The proposed scope shall include:

- A. A *Facility Master Plan* that looks at the facility, building systems, capital needs, proposed renovations or construction of a new facility, etc., and explores how to best serve the organization's programming needs, meet or exceed best practice recommendations, and best serve community needs.
- B. Evaluation of options for addressing areas in programming where the facility does not meet the organization's needs including:

1. Retrofitting the existing facility;
2. Expanding the existing facility;
3. Constructing a new facility;
4. Other options identified by the consultant.

2. The services required of the consultant will be an evaluation of the Animal Services Center to include, at a minimum, a review of the following standards that have been identified by the Association of Shelter Veterinarians (ASV):

- A. Operational Issues (including policies, protocols, record keeping)
- B. Facility Design and Environment (including primary enclosures, HVAC, light, sound)
- C. Population Management (including capacity for care, monitoring statistics)
- D. Sanitation (including cleaning, disinfection, fomite control)
- E. Medical Health and Physical Well-Being (including preventative health care, emergency care, pain, nutrition, response to disease/illness, population well-being)
- F. Behavioral Health and Mental Well-Being (including intake, evaluation, in-shelter care, stress reduction, enrichment, behavior modification)
- G. Group Housing
- H. Animal Handling
- I. Euthanasia (including confirmation of animals to be euthanized, technique, environment and equipment, record keeping, staff training)
- J. Spay-Neuter
- K. Animal Transport (including responsibilities at origin, during transport, at destination)
- L. Public Health (including zoonoses, animal-related injuries, emerging diseases)

and the relevant topics and recommendations identified by the *Best Practice Playbook for Animal Shelters* (Pizano 2019) and the HASS Building and Facilities Working Group, and HASS Role of the Facility document.

3. Some more detailed examples of the kind of information that the City would like to see addressed in this Project are: Assess existing facilities relative to goals [e.g., expanded capacity for meeting Association of Shelter Veterinarians (ASV) standards of care and *Best Practice Playbook for Animal Shelters*, HASS Role of the Facility document, private counseling spaces, storage, group housing, improved customer service experience, events, etc.] and identify specific physical or capital improvement needs.

4. Service will be provided by a specialized architectural firm or consulting organization which will have expertise in programming studies and/or design and construction for animal shelter facilities with annual intake of 2,000 or more animals.

5. Respondents are encouraged to offer other ideas of specific elements that they believe should be incorporated into the Project, and describe how they would do so in their proposed scope.

Term: It is anticipated that the selected Consultant work will begin in June 2022, with a contract term of 12 months.

PROPOSAL PREPARATION AND SUBMISSION PROCESS

Proposals must be received by the City through email no later than 11:59 pm EST on March 25, 2022. Submissions should be emailed to:

Christopher Fitzgerald, Director of Rochester Animal Services
Christopher.Fitzgerald@CityofRochester.Gov

This RFP is designed to facilitate the evaluation and selection of a Consultant or team of Consultants that is best able to achieve the City's objectives. The Proposal shall contain a table of contents. All pages shall be numbered and major sections and all attachments shall be referenced in the table of contents. In order to enable the City to effectively review the information contained in the Proposals, Proposals shall reference the numbered and lettered sections of the RFP. The response to each section shall be clearly indicated and addressed or an explanation provided for why the Respondent is not submitting a Proposal for a specific section or requirement of the RFP.

Each Proposal shall be signed by an individual authorized to enter into and execute contracts on the Respondent's behalf. Unless otherwise specified in its Proposal, the Respondent represents that it is capable of meeting or exceeding all requirements specified in this RFP.

Submission of a Proposal shall be deemed authorization for the City to contact the Respondent's references. Evaluation of Proposals will be conducted by the City based on information provided in the Respondent's Proposals and on such other available information that the City determines to be relevant. The evaluation of Proposals may include an interview, meetings with authorized personnel, and may involve the use of a third-party consultant.

The Consultant selected by the City will be required to enter into a Professional Services Agreement (PSA) with the City (see Attachment A, the City's standard PSA form). The establishment of a PSA is contingent upon approval by City Council for all Agreements in excess of \$10,000 or for a period of more than one year and upon the availability of funds for such an agreement. Unless otherwise stated in the Proposal, the Respondent's response to this RFP shall be deemed its acceptance of the terms of this PSA. (Note: Attention is directed to the City's Living Wage requirements and MBE and Workforce Utilization Goals.) Insurance coverages required may be more expansive than what is listed in this boilerplate agreement, and may include, but shall not be limited to, Professional Liability Insurance coverage depending on the services proposed to the City and any professional licensing that may be required to perform such services.

Respondents shall provide sufficient information in their written Proposals to enable the City review team to make a recommendation to the Mayor. The City reserves the right to invite any or all Respondents to an interview to discuss their Proposal. Any expenses resulting from such an interview will be the sole responsibility of the Respondent. The City is under no obligation to select any of the responding Respondents or to conduct the Project described herein. The City may amend or withdraw the RFP at any time, within its sole discretion. The City shall have no liability for any costs incurred in preparing a Proposal or responding to the City's requests with respect to the Proposal.

PROPOSAL CONTENT

The Proposal should include the following information in the order specified:

- A. Table of Contents** – All pages shall be numbered, and major sections and all attachments shall be referenced in the table of contents.
- B. Respondent Contact and Interview Availability** – A page that includes the name, title, contact information, and signature of an individual authorized to enter into and execute contracts on Respondent's behalf. This page shall also include any times between 12 p.m. – 3 p.m. EST on Wednesday, March 30 and between 9 a.m. and 3 p.m. EST on Thursday, March 31, 2022 that the proposed Project team is available to participate in an interview, should the City decide to invite Respondent for an interview.
- C. Project Understanding** – Brief summary of the Respondent's understanding of the City's needs and the unique value the Respondent brings to the Project and the HASS model.
- D. Proposed Approach** – Narrative that lays out Respondent's detailed proposal of how best to perform the work requested in the Scope of Services section above, including recommended tasks, activities, data, methods, timelines, and deliverables for each work area. Any additions or alterations from the work areas identified in the Scope of Services section above should be explained and justified.
- E. Qualifications and References** – Summary information about the Respondent's specific qualifications for this Project. This should include a brief description of prior experience helping other communities assess and plan for progressive animal services facilities and/or performing work directly related to work areas described in the Scope of Services section above. It should also include any information about the Respondent's experience working with animal shelters or animal services agencies whose goals and measures of success are explicitly tied to serving a wide range of customers (including low-income populations). The Respondent's proposed Project Team and proposed work must include direct involvement of an architect with experience conducting similar evaluations and a documented history of supporting best practice implementation. Lastly, Respondents should list references for successfully completed projects that are relevant to this Project. Reference information shall include the reference's name, title, organization, phone, and email; the name of the project that Respondent performed for the reference; and the name(s) and role(s) of any of the Respondent's proposed Project team staff for this Project who worked on the reference's project. If sub-contractors are included on the Respondent's proposed Project team, relevant references should be listed for them as well.
- F. Project Budget** – An itemized budget including staff names, Project roles, hours, and billing rates for all proposed project personnel, summarized by major tasks or work areas identified in the Scope of Services, including any sub-contractors, if included on the proposed Project team.
- G. Project Personnel** – List the names and resumes of all staff who will be involved this Project, including staff for any proposed sub-contractors. The Project role, total number of Project hours and billing rate for each staff should be clearly listed in addition to their resume, and any relevant experience that each staff has on prior work that is similar to this Project should be noted. The Respondent's lead person for the Project should be

clearly identified.

H. M/WBE and Workforce Diversity – Provide documentation or information about the following:

- 1) Is the Respondent a New York State (NYS) certified Minority/Women Business Enterprise (M/WBE) firm
- 2) Are any of the proposed sub-contractors NYS certified M/WBE firms
- 3) State the total cost and total full-time equivalent labor hours in the proposed budget and summarize the number and percent of each that would be performed by NYS certified M/WBE firms (listed by individual firms). Be sure that this information can also be verified in the proposed Project Budget above.
- 4) List of the Respondent's proposed workforce, including the workforce of any proposed subcontractors. Show the number and percent of total proposed staff hours needed to complete the Project that will be worked by Minority workers and by Women workers.

EVALUATION CRITERIA

The following is a summary of the Proposal evaluation criteria. It is within the City's sole discretion to determine the value assigned to each of these criteria.

Proposal Quality (40): The overall quality and clarity of Respondent's Proposal, including its completeness with respect to the Proposal Content requirements listed above, and the quality of the Project Understanding and Proposed Approach.

Value (15): The value and cost effectiveness of the Proposal, as evidenced by the total proposed cost relative to the number, type, and quality of proposed services, staff hours, and deliverables.

Experience (30): The Respondent team's relevant experience in providing the same or similar services, including the experience of individual staff assigned to this project.

References (15): Number and relevance of references listed for Respondent's previous clients receiving similar services to those proposed in this RFP.

Consultants shall be awarded M/WBE bonus weighting as follows:

1. The City will give preference to Consultants who are New York State certified MWBEs. Consultants who meet this requirement shall receive **an additional weighting of 10%**.
2. The City will give preference to Consultants who utilize state certified MWBE subcontractors with bona fide offices and operations in the Empire State Development Finger Lakes Region, which includes the following counties: Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates. State-certified MWBEs from outside the Region may be counted if there are insufficient businesses in the Region to perform the specialized work or consulting services required. If one or more MWBE subcontractors will perform 10% to 20% of the work of the contract – measured as either a percent of the total contract amount or as a percent of the total full-time-equivalent labor hours

budgeted for this project, the consultant shall receive **an additional weighting of 5%**. If MWBE subcontractors will perform more than 20% of the work of the contract, the Consultant shall receive an **additional weighting of 10%**.

3. Consultants shall provide sufficient documentation with their Proposal to support the additional preference weighting as an MWBE Consultant or for use of MWBE subcontractors. If one or more MWBE subcontractors are proposed, they must be named and the size of the subcontract identified. If selected, the Consultant shall submit an MWBE Utilization Plan on the City's form for approval by the MWBE Officer. Once approved, the Utilization Plan shall be incorporated into the PSA.
 - a. If the total amount of a PSA is increased by 5% or more at any time during the term of the PSA, the Consultant shall submit a revised MWBE Utilization Plan for approval by the MWBE Officer. The MWBE Officer may also issue a revised MWBE Utilization Plan for unforeseen changes in the availability of MWBE subcontractors during the term of the PSA.
4. The City will give preference to Consultants who meet or exceed the City's workforce goals, which are: 20% M and 6.9% W. Consultants who demonstrate that their and/or their subcontractors' workforce on this Project meets or exceeds these goals shall receive an **additional weighting of 10%**. If selected, the Consultant shall submit a Workforce Staffing Plan on the City's Form for review by the MWBE Officer. Once reviewed, the Workforce Staffing Plan shall be incorporated into the PSA. The calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.
5. If selected, the Consultant shall provide MWBE utilization and subcontractor/supplier payment certification and/or workforce utilization reports on the City's forms. These reports shall be submitted with each invoice or as otherwise requested by the MWBE Officer.
6. A failure to submit the required subcontractor/supplier payment certification and/or workforce utilization reports shall constitute a default in the performance of the Agreement subject to potential termination for default by the City. In addition, if the selected Consultant fails to meet the most recent MWBE Utilization Plan and/or Workforce Staffing Plan, for which additional weight was awarded by the end of the PSA, such failure may result in disqualification from award of future contracts with the City.
7. Summary of additional evaluation weighting points for MWBE and Workforce Goals:

Category of Additional Evaluation Points	Additional Weight Awarded
Consultant is New York State Certified MWBE	10%
Utilize MWBE Subcontractors for 10-20% of work	5%
Utilize MWBE Subcontractors for more than 20% of work	10%

Meet or exceed workforce goals of 20% M and 6.9% W	10%
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Non-NYS certified MWBE firms may wish to consider partnerships or other collaborative arrangements with local NYS certified MWBE firms as a strategy to address this criterion. The City of Rochester compiles and periodically updates a list of NYS certified MWBE firms as a service to anyone looking to do business with M/WBE firms in our city and region. The most recent update of the list (May 1, 2020) can be found under the Business Directories section of the City's MWBE webpage: <https://www.cityofrochester.gov/WorkArea/DownloadAsset.aspx?id=21474844265>

Other Criteria: Other criteria may be considered and evaluated by the City if it is determined to be in the best interest of the City and the success of the Project to do so.

The selection of a Consultant is within the City's sole discretion and no reasons for rejection or acceptance of a Proposal are required to be given. Although costs are an important consideration, the decision will be based on qualifications and compliance with the requirements of this RFP and not solely on cost. The City reserves the right to reject any or all Proposals or to accept a Proposal that does not conform to the terms set forth herein. The City further reserves the right to waive or modify minor irregularities in the Proposals and negotiate with Consultants to serve the City's best interest.

MISCELLANEOUS

The City reserves the right to amend or withdraw this RFP in the City's sole discretion, including any timeframes herein, upon notification of all Respondents as set forth above, and in such case, the City shall have no liability for any costs incurred by any Respondent.

The City may request additional information from any Respondent to assist the City in making its evaluation.

The Proposal and all materials submitted with the Proposal shall become property of the City and will be subject to NYS Freedom of Information Law. If any proprietary information is submitted with the Proposal, it must be clearly identified and a request to keep such information confidential must be submitted.

Submission of a Proposal shall constitute a binding offer by Respondent to provide the services at the prices described therein until such time as the parties enter into a PSA.

Attachment A
The City's standard Professional Services Agreement

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, is made this __, day of _____, 20__, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City" and _____, with offices located at _____, Rochester, N.Y. 14____, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a Consultant to provide services required for _____, hereinafter referred to as the "Project", and,

WHEREAS, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

SECTION 1. DESCRIPTION OF SERVICES

A. The Consultant shall, upon the commencement date specified in Section 2 hereof, perform in a professional and workmanlike manner to the reasonable satisfaction of the City, the following services:

B. Except as otherwise specified in this Agreement, all equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the services described above shall be furnished by the Consultant and shall be fit for their purpose to the reasonable satisfaction of the City.

SECTION 2. TERM

The services required of the Consultant pursuant to this Agreement shall commence on _____ and shall terminate on _____.

SECTION 3. FEE

A. The City agrees to pay and the Consultant agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner:

B. The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of _____ Dollars (\$).

SECTION 4. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

B. The Consultant hereby designates:

or their authorized representatives, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications pursuant to this Agreement,. The parties reserve the right to designate other or additional agents upon written notice to the other party. In no event shall the City's Authorized Agent be authorized to amend or extend this Agreement or to accept service for the commencement of any legal actions or proceedings related to the Agreement.

SECTION 5. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the Consultant shall default in the performance of this Agreement in accordance with its terms. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, in the City's discretion and the Consultant shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Consultant under this Agreement upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

SECTION 6. INDEMNIFICATION

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

SECTION 7. INSURANCE

A. Workers' Compensation and Disability Benefits Insurance

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The

Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Worker' Compensation and/or Disability Benefits coverage is not required by submitting the current and required New York State Workers' Compensation Board's form.

B. General Liability Insurance (IF APPLICABLE)

The Consultant shall obtain at its own expense general liability insurance for protection against claims of personal injury, including death, or damage to property, arising out of the Project. The amount of said insurance coverage shall be in the amount of Two Million Dollars if said insurance is a "Defense within Limits" policy under which all claim expenses are included within both the applicable limit of liability and self-insured retention. Otherwise, the insurance coverage shall be in the amount of One Million Dollars. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured and copies of the policy endorsements reflecting the same shall be provided. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the Consultant shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

SECTION 8. EQUAL OPPORTUNITY AND MWBE AND WORKFORCE UTILIZATION GOALS

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

B. Definitions

MINORITY GROUP PERSONS - shall mean a person of Black, Hispanic, Asian, Pacific Islander, American Indian, or Alaskan Native ethnic or racial origin and identity.

C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant agrees that he will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The Consultant agrees that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship.
2. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant's prior criminal conviction in any initial employment application.
3. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
4. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

D. MWBE and Workforce Utilization Goals

The City of Rochester has established a policy to promote the growth and development of Minority and Women Business Enterprises (MWBE) and to improve employment opportunities for minorities and women and has adopted MWBE goals

and minority workforce participation goals that apply to professional services consulting agreements with a maximum compensation exceeding \$10,000 pursuant to Ordinance No. 2018-54.

Ordinance No. 2018-54 established the goal that MWBE's receive 30% of the total annual contract awards with aggregate minority and women award goals of 15% each. Ordinance No. 2018-54 further established annual aggregate workforce goals of 20% minority and 6.9% women.

The Consultant shall submit a workforce staffing plan, which, when reviewed by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit A, detailing the percentage of the workforce utilized to perform the work of this agreement who will be either minority or women, including both the Consultant's workforce and that of any subcontractors who will be utilized. Consultant shall submit workforce utilization reports on the City's forms with each invoice or as otherwise requested by the MWBE Officer. The Consultant understands and accepts that the calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

The Consultant shall submit an MWBE utilization plan with respect to any subcontractors or suppliers used to perform the services under this Agreement, which, when approved by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit B. Consultant shall submit MWBE utilization and subcontractor/supplier payment certification on the City's forms with each invoice or as otherwise requested by the MWBE Officer.

During the term of the Agreement, the Consultant shall notify the City if a change occurs that will result in a significant (5% or more) increase or decrease in the workforce staffing plan and/or MWBE utilization plan goals incorporated as Exhibit A and/or Exhibit B of this Agreement. A revised workforce staffing plan and/or MWBE utilization plan must be approved by the MWBE Officer. Once signed by the Consultant and the MWBE Officer, such revised plan(s) shall be incorporated into this Agreement as an amendment pursuant to Section 17.

Consultant's failure to submit MWBE and subcontractor/supplier payment certification forms, if required, and the workforce utilization reports shall constitute a default in the performance of this Agreement. Failure to meet the goals stated in the most recent workforce staffing plan and/or the MWBE utilization plan incorporated into the Agreement may result in disqualification from award of future contracts with the City.

SECTION 9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Rochester hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national

origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint shall be in writing and filed with the City Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City at no cost to the complainant, or on the City's website at www.cityofrochester.gov, or by calling (585) 428-6185.

SECTION 10. FREEDOM OF INFORMATION LAW

Disclosures required by New York's Freedom of Information Law ("FOIL") shall not be considered a breach of any confidentiality provisions in this Agreement. Should Consultant provide the City with any records it deems confidential and exempt from FOIL, Consultant shall clearly mark such portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the City will inform Consultant of the request and give Consultant ten (10) business days to submit a written statement of necessity for exempting the records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the City will issue a determination as to disclosure within seven (7) business days. If the City determines that the records shall be disclosed, Consultant may appeal the City's determination within seven (7) business days. Thereafter, the City shall respond to Consultant's appeal within ten (10) business days. If the City issues an adverse determination, Consultant may appeal the decision within fifteen (15) days of service by commencing an Article Seventy-Eight (78) proceeding under New York's Civil Practice Law and Rules.

SECTION 11. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the Rochester Living Wage Ordinance, whenever payments by the City to the Consultant under this Agreement shall equal or be greater than fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to fifty thousand dollars (\$50,000) or more during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

SECTION 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

SECTION 13. COMPLIANCE WITH ALL LAWS

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under the Consultant's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

SECTION 14. AUDIT

The Consultant agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine, at no cost to the City, any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

SECTION 15. PROHIBITION AGAINST ASSIGNMENT

The Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous written consent of the City.

SECTION 16. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

The parties specifically agree that the Consultant's duty to perform work under this Agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

SECTION 17. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's Authorized Agent.

SECTION 18. STATUS AS INDEPENDENT CONTRACTOR

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

SECTION 19. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

SECTION 20. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

SECTION 21. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

BY: _____
Malik Evans, Mayor

CONSULTANT

BY: _____
Name:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20__, before me the subscriber, personally came **MALIK EVANS** known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public